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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;)
16 Plaintiffs,)
17 vs.)
18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
19 Defendants.)
20)
21)

No. BC 052395

NOTICE OF MOTION AND MOTION
TO STRIKE SURPLUSAGE,
IRRELEVANT, AND
IMPROPER MATERIAL FROM
VERIFIED COMPLAINT FOR
DAMAGES AND FOR PRELIMINARY AND
PERMANENT INJUNCTIVE RELIEF FOR
BREACH OF CONTRACT

Date: June 11, 1992

Time: 8:30 a.m.

Dept: 30

Motion Cut Off: Not Set

Discovery Cut Off: Not Set

Trial Date: None

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23 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

24 PLEASE TAKE NOTICE that on the Eleventh day of June, 1992, at
25 8:30 a.m., or as soon thereafter as the matter may be heard in
26 Department 30 of the above-entitled Court, located at the County
27 Courthouse, 111 N. Hill Street, ██████████, Los Angeles, California,
28 Defendant GERALD ARMSTRONG will move this Court for an Order

1 striking the following material from plaintiff's Verified
2 Complaint for Damages and for Preliminary and Permanent Injunctive
3 Relief for Breach of Contract as follows:

4 The following language:

5 1. In Paragraph 2, commencing at page 2, lines 9 through 21
6 as follows:

7 Armstrong, a former [Scientology] member who sought, by both
8 litigation and covert means, to disrupt the activities of his
9 former faith, displayed through the years and intense and
10 abiding hatred for [Scientology], and an eagerness to annoy
11 and harass his former co-religionists by spreading enmity and
12 hatred among member and former members. Plaintiff sought,
13 with the Agreement, to end all of Armstrong's covert
14 activities against it, along with the litigation itself. For
15 that reason, the Agreement contained carefully negotiated and
16 agreed-upon confidentiality provisions and provisions
17 prohibiting Armstrong from fomenting litigation against
18 plaintiff by third parties. These provisions were bargained
19 for by plaintiff to ut an end to the enmity and strife
20 generated by Mr. Armstrong once and for all.

21 2. In Paragraph 3, page 2, line 22:

22 ". . . deliberate and . . ."

23 3. In Paragraph 3, page 2, lines 25-28:

24 ". . . Armstrong appears to consider that his obligations
25 under the Agreement ended as soon as he had finished spending
26 the money he extracted from plaintiff as the price of his
27 signature."

28 4. In Paragraph 3, page 3, lines 6-8:

". . . Armstrong appears to delight in renewing his annoying
and harassing activities, admitting to them in sworn
declarations, and refusing to end his improper liaisons."

5. In Paragraph 9, page 4, lines 7-9:

"Each provision of the Agreement was carefully framed by the
parties and their counsel to accurately reflect the agreement
of the parties."

6. All of paragraph 10.

7. All of paragraph 11.

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This motion is brought pursuant to Code of Civil Procedure sections 435, 436 and 437 on the ground that the allegations in said paragraphs all pertain to activities which predate the agreement that is the basis for this lawsuit and therefore are irrelevant and constitute surplusage that is improper and should be stricken.

This motion is based upon this Notice, the memorandum of points and authorities, the request for judicial notice, and the Court's files and records in this case.

DATED: May 13, 1992

By: 151
FORD GREENE and PAUL MORANTZ
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: NOTICE OF MOTION AND MOTION TO STRIKE SURPLUSAGE, IRRELEVANT, AND IMPROPER MATERIAL FROM VERIFIED COMPLAINT FOR DAMAGES AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF FOR BREACH OF CONTRACT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO STRIKE SURPLUSAGE, IRRELEVANT, AND IMPROPER MATERIAL FROM VERIFIED COMPLAINT FOR DAMAGES AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF FOR BREACH OF CONTRACT; [Proposed] ORDER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 13, 1992

